

FACILITY USE FORM Town of Weare

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COMMUNITY USE OF FACILITIES

No person, group, or organization has any vested right to use school, town, city or county property; but the right to use the property for any lawful purpose is subject to approval by the school, town, city or county Board.

Accordingly, the Board will establish detailed regulations, including rental fees, pertaining to the public use of facilities. The use of Town buildings, grounds, equipment and facilities will be authorized by the Board of Selectmen in conformity with the following regulations governing their use as approved by the Board.

1. Hours of use for the Town Hall are Monday through Sunday 6:00am to midnight. There will be no activities at the Town Hall from 12:00 Midnight to 6:00 a.m. **THERE IS NO PARKING IN FRONT OF THE TOWN HALL BUILDING PER ORDER OF THE FIRE CHIEF.**
2. Requests for the use of facilities will be made at the Selectmen's Office, with the Administrative Secretary during normal business hours (Monday through Friday, 8:00am to 4:30pm. Organizers of any activity must provide a certificate of insurance endorsed to name the Town as an additional insured in all cases where it is deemed insurance will be required (See Page 4 of 4). A facility use form must be filled out by applicant, payment must be made, and if proof of insurance is needed, it must be provided at least five (5) days prior to the date of use. Facilities may not be used for commercial purposes.

Town/School such as School (workshops) or Town Government public events including school plays, school dances (only to fund school related activities). American Legion, Historical Society and any groups who use Town facilities for community-wide functions such as Memorial Day festivities there will be N/C (NO CHARGE).

3. For **Private events** such as baby showers, private dances, receptions, etc., the fee is \$40.00/event. For **Nonprofit Groups** such as church groups, civic organizations such as the Scouts, school dances, coffeehouse, etc., there is a charge of \$10.00/event. Multiple User is as follows:
 - 6-10 times in a given year \$50.00/yr.
 - 11-20 times in a given year \$60.00/yr.
 - 21-30 times in a given year \$70.00/yr.
 - 31 and up times in a given year \$80.00/yr.
4. All activities must be under constant, competent adult supervision approved by the Board of Selectmen and the facility manager of the building involved (if there is a designated manager). The group using the facilities will be responsible for any damage to the building or equipment and are required to fill out a Checklist showing they cleaned the town hall after using it and locked doors.

There is a \$10.00 deposit for the key to the Town Hall for all renting the facility. This fee must be paid when the key is picked up and will be returned to the renter when the key is returned to the Town Office along with a filled out Checklist indicating the renter cleaned and locked doors. If the key is not picked up at the Selectmen's Office prior to the event, between the hours of 8:00am-4:30pm Monday - Friday, the event will not take place.

IF THE KEY, AND FILLED OUT CHECKLIST IS NOT RETURNED TO THE SELECTMEN'S OFFICE ON THE NEXT BUSINESS DAY FOLLOWING THE EVENT THE \$10.00 DEPOSIT WILL NOT BE RETURNED TO THE RENTER.

5. Groups receiving permission are restricted to the dates and hours approved and to the building area and facilities specified.
6. Groups receiving permission are responsible for the observance of town and state fire and safety regulations at all times.
7. The Board will cooperate with recognized agencies, such as the Red Cross and Civil Defense, and will make suitable facilities available without charge during community emergency or to prepare for civil defense.
8. The Board of Selectmen will approve and periodically review a fee schedule for use of facilities.
9. The Board reserves the right to cancel any permission granted.
10. The Town of Weare rents only to residents of Weare unless it is a program for the residents in Town and is going to benefit the Town and/or its residents.
11. NO CANDLES, INCENSE, FLAMES, OR ALCOHOL ARE ALLOWED IN TOWN FACILITIES. No illegal gambling in any form is permitted.
12. All renters must be 18 years of age or accompanied by an adult.

**ANYONE NOT ADHERING TO THIS AGREEMENT MAY NOT BE
ALLOWED TO RENT THE TOWN HALL IN THE FUTURE.**

A. Indemnification

In consideration for allowing the rental of town facilities and in full recognition of the board fiduciary responsibility to protect owned property and assets, the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Lessor; its board officers and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental premises and all Lessor facilities, by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

B. Insurance

As evidence of its financial ability to indemnify the Lessor, during the term of this agreement, the Lessee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits no less than \$1 million per occurrence. A Certificate of Insurance naming the Lessor as an Additional Insured shall be provided.

Such insurance contracts shall be with companies acceptable to the Lessor and they shall require ten (10) days prior written notice to both parties hereto of any cancellation.

PLEASE SEE PAGE 4 OF 4 REGARDING LIABILITY INSURANCE

C. Alcoholic Beverages & Controlled Drugs

In acknowledgment of the Lessor's strictly maintained policy against the sale, possession, use, abuse, or consumption of alcohol or of controlled drugs as defined in RSA 318-B: 1, VI, or of a controlled drug analog as defined under RSA 318-B: 1, VI-a, Lessee covenants and agrees to vigorously enforce said policy during the use of the facilities and premises by the Lessee, its officers, employees, agents, representatives, contractors, customers, guest and invitees.

APPLICATION FOR USE OF FACILITIES

This Addendum becomes part of any Facilities Use Agreement by and between the Event Sponsor (Lessee) and the Town (Lessor).

LESSEE: _____

IT IS AGREED that in consideration for allowing the rental of the Lessor's owned facilities and in full recognition of its fiduciary responsibility to protect publicly owned property and assets, the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Lessor, its officers and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental premises and all facilities by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

The Lessee will provide a Certificate of Insurance reflecting Commercial General Liability coverage with limits of no less than \$1 million per occurrence, naming the Lessor as an Additional Insured.

EVIDENCE OF INSURANCE (check *one*):

- ☐ The Lessee maintains general liability insurance of at least \$1 million. A Certificate of Insurance will be provided before any use of the facility, endorsed to name the Lessor as an Additional Insured.
- ☐ The Lessee hereby applies for \$1 million general liability insurance for the following event.
- ☐ Liability insurance NOT required for this event.

EVENT INFORMATION

- Describe event: _____ No Liquor, No Candles
(Attach promotional material if possible.)
- Location of event: _____
(i.e.: Town Hall, Ball Field, Gazebo area, etc.)
- Date(s) and time the facilities will be used and estimated # of attendees per date including spectators:
MMDDYY # MMDDYY # MMDDYY # MMDDYY #
START TIME: _____ END TIME: _____

(NO ACTIVITIES FROM 12:00 MIDNIGHT TO 6:00 A.M.)

Signature of Legal Representative of Lessee: _____

Print Name and Title: _____ Date: _____

Address: _____ Phone: _____

The Weare Board of Selectmen or their agent hereby authorizes this usage as described above.

Town Administrator _____ Date: _____

HAZARD USE SCHEDULE

Liability Insurance will be required for all outside groups given permission to use the facilities and all the activities listed in the Tenant/Use Program Hazard Schedule below:

ANIMAL ACTS/SHOWS
ARCADES
*BASEBALL
*BASKETBALL
BICYCLE RALLIES
*CARNIVALS (NO RIDES)
CASINO & LOUNGE SHOWS
*CONCERTS (ROCK – UNDER 5,000) COUNTRY WESTERN EVENTS
FAIRS
*FILM PRODUCTION (NON-ACTION)
HEADS OF STATE EVENTS
HORSE SHOWS
*JUNIOR ATHLETIC GAMES
NIGHT CLUB SHOWS
NON CONTACT MARTIAL ARTS
KIDDIELANDS (NO RIDES)
LIVE ENTERTAINMENT
LIVESTOCK SHOWS
PARADES
**PICNIC GROUNDS W/ POOLS OR LAKES (EXCLUDING SWIMMING OR DIVING LESSONS)
UNDER 150' FROM WATER
*PROMOTERS (SUBJECT TO SPECIAL RATING)
RECREATIONAL EVENTS
SKI EVENTS/DEMOS
*SOCCER
*SOFTBALL
*SPORTING EVENTS IN BUILDINGS (NON-PROFESSIONAL)
*TENNIS, HANDBALL & RACQUETBALL COURTS
THEATRICAL ROAD SHOWS
UNION MEETINGS
ZOOS

***REQUIRES PRIOR COMPANY APPROVAL**

DECLINE OF EVENTS COULD BE DUE TO THE ATTENDANCE SIZE OR LEVEL OF PERFORMERS

NOTE: Athletic participant's coverage requires prior company approval and signed waiver(s).